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BRYANT M. BENNETT  
1919-2008

June 19, 2008

The Honorable Joseph C. Spero  
United States District Court  
Northern District of California  
450 Golden Gate Avenue  
San Francisco, CA 94102

RE: Boyd v. Kam  
United States District Court Case No.: C07-03595 JCS

Dear Judge Spero:

Enclosed please find a copy of the Binding Arbitration Agreement signed by both parties in the above matter. The matter is currently set for a Case Management Conference for next Friday, June 27, 2008, at 1:30 pm. No trial date had been set.

Thank you for your attention to this matter.

Very truly yours,

BENNETT, SAMUELSEN, REYNOLDS & ALLARD



Elizabeth Pacheco

CC: Walter Davis [By Facsimile Only to: 510-888-9044]

## **BINDING ARBITRATION AGREEMENT**

### **Parties**

This Binding Arbitration Agreement is entered into by and between Andrew Boyd and Lawrence Kam.

### **Recitals**

On July 14, 2005, Andrew Boyd and Lawrence Kam were involved in a motor vehicle accident occurring in the City of Union City, County of Alameda, State of California.

On July 11, 2007, Andrew Boyd filed a Complaint for Damages in the United States District Court, Northern District of California. That Complaint seeks to recover money damages as a result of injuries sustained by Andrew Boyd in said accident. The matter of Andrew Boyd vs. Lawrence Kam bears Case No. C07-03595/JCS.

It is the desire of the parties hereto to resolve any and all of Andrew Boyd's claims for damages arising out of the automobile accident mentioned before a single, neutral arbitrator in an expeditious and economical manner.

### **Jurisdiction**

The matter of Andrew Boyd vs. Lawrence Kam, United States District Court, Northern District of California, Case No. C07-03595/JCS, referred to hereinabove, shall be dismissed with prejudice in its entirety. The parties hereto stipulate and agree that the United States District Court for the Northern District of California shall retain jurisdiction in this matter for the purposes of compelling arbitration and, if necessary, entering judgment and enforcing an award of arbitrator made and entered pursuant to this agreement.

### **Arbitration**

The parties hereto agree to participate in a binding arbitration of the claims of Andrew Boyd as set out in his Complaint for Damages on file in the United States District Court, Northern District of California, Case No. C07-03595/JCS. Said arbitration will be binding upon the parties hereto and the award of arbitrator may not be appealed, vacated or corrected, except as provided in California Code of Civil Procedure §1284, or as provided in Part III, Title 9, Chapter IV, Article 1, §§1285-1287.6 of the Code of Civil Procedure of the State of California.

### **Procedure**

The arbitration will be conducted as an informal court trial with the admissibility of evidence governed by the Evidence Code of the State of California as modified by the California Rules of Court, Rule 3.823, as in California Superior Court-ordered arbitrations pursuant to California Code of Civil Procedure §1141.10, et seq. In addition, each party shall be entitled to undertake and complete discovery in advance of the arbitration hearing as set out in California Code of Civil Procedure §1283.05. Further, in addition, the parties also stipulate and agree that California Code of Civil Procedure §§2034.210 - 2034.730 shall apply to this matter with respect to expert witnesses and expert witness testimony.

### **Arbitrator**

The parties hereby agree to attempt within thirty (30) days hereof the mutual designation by agreement of an arbitrator to preside in this matter. If, for any reason, the parties are unable to agree on the mutual designation of an arbitration, or in the event the mutually designated arbitrator is unable to serve or fails to act as arbitrator, then, the parties shall agree on the appointment of a successor arbitrator, if applicable, and, failing agreement, any party may petition the United States District Court for the Northern District of California the appointment of an arbitrator.

### **Fees and Costs**

Each party to this matter shall bear his own attorneys fees and costs of suit, including all fees and expenses of the appointed arbitrator, which shall be shared on a pro rata basis.

### **Counterpart Signatures**

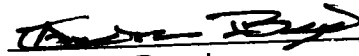
Each of the parties hereto acknowledges that this agreement is being executed and signed by each party or their authorized representative in counterparts [i.e., separate signature pages]. This agreement shall be deemed effective as of the latest dated counterpart signature page and not prior thereto. No obligation on the part of the parties hereto shall arise until all of the counterpart signature pages have been properly executed.

**BINDING ARBITRATION AGREEMENT**  
**COUNTERPART SIGNATURE PAGE**

**[Boyd vs. Kam, United States District Court,**  
**Northern District of California, No. C07-03595/JCS]**

DATED:

6/16/08

  
Andrew Boyd

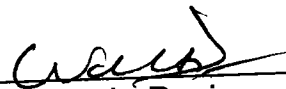
I have witnessed the above signature and the foregoing is approved as to form and content.

DATED:

6/16/08

Walter L. Davis  
Attorney at Law

By:

  
Walter L. Davis  
Attorney for Andrew Boyd

**BINDING / "HIGH-LOW" AGREEMENT**

**[Boyd vs. Kam, United States District Court,  
Northern District of California, No. C07-03595/JCS]**

As an addendum to that certain "Binding Arbitration Agreement" entered into between Andrew Boyd and Lawrence Kam, the parties hereto in that certain matter styled Andrew Boyd vs. Lawrence Kam, United States District Court, Northern District of California, No. C07-03595/JCS, further agree, as an inducement to arbitrate, that plaintiff Andrew Boyd shall be guaranteed a minimum award of Forty Thousand Dollars (\$40,000) and, in any event, will waive and forego any sums awarded in excess of Two Hundred Thousand Dollars (\$200,000).

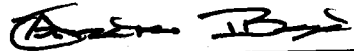
The parties further agree that this "High-Low" Agreement shall not be disclosed to the arbitrator, but may be used in connection with any petition to enforce the award rendered by the arbitrator in this matter.

Each of the parties hereto acknowledge that this agreement is being executed and signed by each party or their authorized representatives in counterparties [i.e., separate signature pages]. This agreement shall be deemed effective as of the latest dated counterpart signature page and not prior thereto. No obligation on the part of the parties hereto shall arise until all of the counterpart signature pages have been properly executed.

**BINDING / "HIGH-LOW" AGREEMENT**  
**COUNTERPART SIGNATURE PAGE**

**[Boyd vs. Kam, United States District Court,**  
**Northern District of California, No. C07-03595/JCS]**

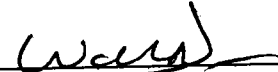
DATED: 6/18/08

  
\_\_\_\_\_  
Andrew Boyd

I have witnessed the above signature and the foregoing is approved as to form and content.

DATED: 6/18/08

Walter L. Davis  
Attorney at Law

By:   
\_\_\_\_\_  
Walter L. Davis  
Attorney for Andrew Boyd

**BINDING / "HIGH-LOW" AGREEMENT**  
**COUNTERPART SIGNATURE PAGE**

**[Boyd vs. Kam, United States District Court,**  
**Northern District of California, No. C07-03595/JCS]**

DATED:

6/18/2008

  
Lawrence Kam

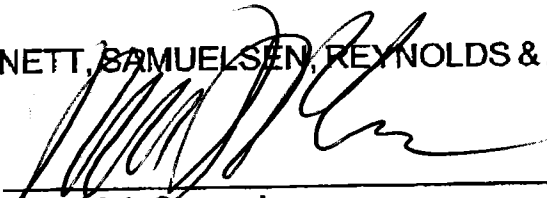
I have witnessed the above signature and the foregoing is approved as to form and content.

DATED:

6/19/08

BENNETT, SAMUELSEN, REYNOLDS & ALLARD

By:

  
David J. Samuelson  
Attorney for Lawrence Kam

**BINDING ARBITRATION AGREEMENT**  
**COUNTERPART SIGNATURE PAGE**

**[Boyd vs. Kam, United States District Court,**  
**Northern District of California, No. C07-03595/JCS]**

DATED:

6/18/08

Lawrence Kam

I have witnessed the above signature and the foregoing is approved as to form and content.

DATED:

6/18/08

BENNETT, SAMUELSEN, REYNOLDS & ALLARD

By:

David J. Samuelson  
Attorney for Lawrence Kam